IN RE:	
BRANDON HEITMANN,	Case No. 24-41956-mar
	Chapter 13
Debtor.	Hon. Mark A. Randon

SECURED CREDITOR GM FINANCIAL'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY

Secured Creditor GM Financial, pursuant to Sections 362(d)(1) and (2) and 1301 of the United States Bankruptcy Code, moves this honorable Court for entry of an order granting relief from the automatic stay and the co-debtor stay and, in support thereof, says as follows:

- 1. Debtor filed this Chapter 13 bankruptcy case on February 29, 2024. At the time of filing this bankruptcy case, Debtor was indebted to Secured Creditor on a 2019 Chevrolet Silverado motor vehicle loan. The current balance on the loan is \$16,337.46; photocopies of the Retail Installment Contract, Addendum to Retail Installment Contract showing the Debtor is the guarantor on the loan, and RD-108 evidencing the lien are marked as composite Exhibit A and attached hereto. Amanda Pisarski is the borrower on the motor vehicle loan.
- 2. Under the terms of the November 12, 2019 contract with Secured Creditor, monthly payments are due in the amount of \$628.05 for a period of 84 months with the first payment due on December 12, 2019. In this Chapter 13 case, Debtor's Chapter 13 Plan provides for direct monthly payments to be made to Secured Creditor per contract on the 2019 Chevrolet Silverado loan, but the Debtor is currently in arrears on payments in the amount of \$1,884.15.

Secured Creditor is, and at all pertinent times hereto, has been the owner and holder

of the aforementioned contract.

Secured Creditor is entitled to an order granting it relief from the automatic stay and

the co-debtor stay with regard to the aforementioned vehicle because Debtor has not paid, nor

offered to pay, any adequate protection to Secured Creditor, the vehicle is not necessary to

Debtor's reorganization, Debtor is in default on payments under the terms of the contract with

Secured Creditor, and Debtor's Chapter 13 Plan provides for direct monthly payments even though

Debtor is in arrears on payments. Also, upon information and belief, Debtor is not maintaining full

insurance coverage on the vehicle.

Before filing this Motion, Creditor sought the concurrence of Debtor and the Trustee,

but concurrence has been denied or Debtor has, and/or the Trustee has, not responded to the

request.

WHEREFORE, Secured Creditor GM Financial prays that this honorable Court grant its

Motion and enter an order granting it relief from the automatic stay and the co-debtor stay to

exercise its lien and secured rights against the 2019 Chevrolet Silverado, including repossession

and sale of the same, and that the order shall be effective immediately notwithstanding the

provisions of Fed.R.Bankr.P. 4001(a)(3), and for such other and further relief as may be

appropriate under the circumstances.

Date: February 10, 2025

/s/ S. Thomas Padgett

S. Thomas Padgett (P31748)

DeBrincat Padgett

Attorney for Creditor

27780 Novi Road, Suite 225

Novi, MI 48377

(248) 553-4333

michiganlawyer@aol.com

IN RE:					
BRANDON HEITMANN,	Case No. 24-41956-mar				
Debtor.	Chapter 13 Hon. Mark A. Randon				
-	EF FROM THE AUTOMATIC STAY D-DEBTOR STAY				
THIS MATTER having come before the	ne Court on Secured Creditor GM Financial's Motion for				
Relief from the Automatic Stay and Co-Debtor S	Stay, the Motion having been served on the Debtor, the Co-				
Borrower, Debtor's counsel, and the Chapter 13 Trustee, and the Court being otherwise fully advised in the					
premises; IT IS ORDERED:					
1. Secured Creditor GM Financial is h	ereby granted relief from the automatic stay and co-debtor				
stay to pursue relief that may be available to it pursuant to applicable law and the terms and provisions of					
the contract for Debtor's purchase of one 2019 Chevrolet Silverado, vehicle identification number					
2GC2KREG6K1224135, including repossession and sale of the vehicle. Upon sale of property, any surplus					
proceeds shall be paid to the Trustee.					
2. The entry of this Order shall be	effective immediately notwithstanding the provisions of				
Fed.R.Bankr.P. 4001(a)(3). This Order shall	be binding and effective despite any conversion of this				
bankruptcy case to a case under any other chapt	ter of the United States Bankruptcy Code. All other terms				
and provisions of the automatic stay shall remain	n in full force and effect.				
Order prepared by:	U.S. Bankruptcy Judge				
/s/ S. Thomas Padgett S. Thomas Padgett (P31748) Attorney for Creditor					

IN	RE:	

BRANDON HEITMANN, Case No. 24-41956-mar Chapter 13

Hon. Mark A. Randon

Debtor._____/

Address: 60749 Forest Creek Dr. Washington Twp., MI 48094

Last four digits of Social Security No. 8602

NOTICE OF FILING OF SECURED CREDITOR'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY

Secured Creditor GM Financial has filed papers with the court seeking relief from the automatic stay and co-debtor stay.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one).

If you do not want the court to grant the Motion, or if you want the court to consider your views on the Motion, within 14 days from the date of this Notice, you or your attorney must:

1. File with the court a written response or an answer, explaining your position at 1:

United States Bankruptcy Court 211 W. Fort St. Detroit, MI 48226

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above. All attorneys are required to file pleadings electronically.

You must also mail a copy to:

S. Thomas Padgett, Esquire DeBrincat Padgett 27780 Novi Road, Suite 225 Novi, MI 48377

Robert Bassel, Esquire Attorney for Debtor P.O. Box T Clinton, MI 49236 Krispen S. Carroll Chapter 13 Trustee 26999 Central Park Blvd., Ste. 125 Southfield, MI 48076

¹ Response or answer must comply with F.R.Civ.P. 8(b), (c) and (e)

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Date: February 10, 2025 /s/ S. Thomas Padgett

S. Thomas Padgett (P31748) DeBrincat Padgett Attorney for Creditor 27780 Novi Road, Suite 225 Novi, MI 48377 (248) 553-4333 michiganlawyer@aol.com

IN RE:	
BRANDON HEITMANN,	Case No. 24-41956-mar
	Chapter 13
Debtor.	Hon. Mark A. Randon

MEMORANDUM OF LAW IN SUPPORT OF SECURED CREDITOR'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY

In support of its Motion, Secured Creditor GM Financial relies upon the provisions of Sections 362(d)(1) and (2) and 1301 of the United States Bankruptcy Code and *In Re: Newpower*, 233 F.3d 922 (6th Cir. 2000); *U.S. Savings Ass'n of Texas v Timbers of Inwood Forest Assoc. Ltd.*, 484 U.S. 365, 108 S.Ct. 626 (1988); and, *In Re: Independence Village, Inc.*, 52 B.R. 715 (Bkrtcy. E.D. MI. 1985).

Date: February 10, 2025 /s/ S. Thomas Padgett

S. Thomas Padgett (P31748) DeBrincat Padgett Attorney for Creditor 27780 Novi Road, Suite 225 Novi, MI 48377 (248) 553-4333 michiganlawyer@aol.com

IN RE:	
BRANDON HEITMANN,	Case No. 24-41956-mar
	Chapter 13
Debtor.	Hon. Mark A. Randon
/	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 10, 2025, true and correct copies of Secured Creditor GM Financial's Motion for Relief from the Automatic Stay and Co-Debtor Stay, Memorandum of Law, Notice of Filing of Motion, Statement Regarding Corporate Ownership and proposed Order were served upon the following parties electronically:

Robert Bassel, Esquire
Attorney for Debtor
Chapter 13 Trustee
P.O. Box T
Clinton, MI 49236
Krispen S. Carroll
Chapter 13 Trustee
26999 Central Park Blvd., Ste. 125
Southfield, MI 48076

and upon the following parties by depositing said copies in the U.S. Mail, postage prepaid:

Brandon Heitmann, Debtor Amanda Pisarski, Co-Borrower 60749 Forest Creek Dr. 55949 Lancewood Dr. Washington, MI 48094 Shelby Twp., MI 48316

Dated: February 10, 2025 /s/ S. Thomas Padgett

S. Thomas Padgett (P31748) DeBrincat Padgett Attorney for Creditor 27780 Novi Road, Suite 225 Novi, MI 48377 (248) 553-4333 michiganlawyer@aol.com

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EXHIBIT A

1. FINANCE CHARGE AND PAYMENTS

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• YOUR OTHER PROMISES TO US

Large Ino Annual Percentage Rate on the front.

2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing, you agree to pay us all you own under this consuct own if howers or adminaged, destroyed, or missing, to Using the vehicle, the agree not to remove the vehicle from hou Us, or Canada, or to ed., ront, loase, or transfer any linters in the vehicle or this contract without our written permission. You agree not to expose the vehicle for mission, serious, confiscation, or anotherize transfer in way pay any repet bits, storage bits, stares, lines, or charges on the vehicle, you agree to repay the amount when we paking it.

c. Security Interest.

You go us a security interest in:

The vehicle and all parts or goods put on it.

All money or goods received (proceeds) for the vehicle;

All resource, maintenance, service, or other.

The vehicle and all prairs or goods put on it.

All money or goods received (proceeds) for the vehicle.

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WARHANTES SELLER DISCLAIMS
Unless the Seller makes a written warranty, or
unless the Seller makes a written warranty, or
enforming a service contract within 30 days from
the data of this contract, the Seller makes no
warranties, express or (implied, on the vehidle, path
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Used Lar Buyers Guide. The Information you can on the window form for this vehicle is part of this continue, information on the window form occulies any contrary provisions in the contract of sale. Spanish Translation: Gold para comproduces de vehiculos usedose. La Información que ve en el formulario de la vantanita para este vehiculo importante de procente contralo, La Información del forma parte del procente contralo, La Información del formulario de la vintanita deja afa efecto toda disposibile na contrario contenida en el contralo de vanta.

SERVICING AND COLLECTION CONTACTS

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APPLICABLE LAW, Federal taw and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS-SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for presental, lamily, or household use. In all other cappe, Buyer will not assent against any subsequent holder or assignee of this contract any chains or delaneas the Buyer (debter) may have organist the Sefer, or against the manufacturer of the vehicle or equipment obtained under this contract.

Form No. 553-80 3/18

Receipt for RD-108 Dealer

APPLICATION FOR MICHIGAN TITLE AND REGISTRATION

Dealer

BUFF WHELAN CHEVROLET INC

Address

40445 VANDYKE AVE

City

STERLING HEIGHTS, MI 48313

Dealer License No.				
A006221				
Odometer				
000079 A				
A = Actual mileage				
B= Not actual mileage				
C= Exceeds mechanical limits of odometer				



Transaction Type:
ORIG TITLE/TRANS PLATE
MCO Number:
NO

Error/Flash Condition:

Error Flash Approval Reason:

Validation: 11142019 603 18010192 2935.23 MI0003865650 000079 A *S.I. RECORDED* Plate No. Expires on Months County EXIGENT 04/11/2020 06 MACOMB Year Make Body Style 2019 CHEVROLET PICK-UP Vehicle No Fee Cat. or Wt. Brand 2GC2KREG6K1224135 40300 Dover License No /PIDs of All Owners/Lessees License Fee 17.00 Title 16.00 Complete Name(s) and Address(es) of Alt Owners or Lessors Title Late Fee BRANDON LEWIS HEITMANN & AMANDA 0.00 MONICA PISARSKI 2894.23 14450 BOURNEMUTH DR Transfer Fee SHELBY TOWNSHIP, MI 48315-2807 8.00 Complete Name(s) and Address(es) of Lessees NONE 2935.23 Full Rights to Survivor

	
First Secured Interest GM FINANCIAL	Filing Date
PO BOX 1510	11/14/2019
COCKEYSVILLE, MD 21030-0000 USA	
Second Secured Interest NONE	Filing Date
Purchase Price of Vehicle:	48213.11

Dealer Comment: